

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF IOWA

Gilarime Michael Mueller,  
Petitioner,

vs.

UNITED STATES OF AMERICA,  
Respondent.

2010 AUG 17 AM 8:58 Case No. 4:10-cv-00148-JAJ

CLERK U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF IOWA

Cer.M.#7007/1490/0003/0334/5806

**MOTION FOR RELIEF FROM JUDGMENT PURSUANT  
TO 60(b)(1)(3)(6) OF FED. R. CIV. P.**

I, Gilarime Michael Mueller, declare that I am the Petitioner, in the above entitled proceeding(s).

In regards to the above styled cause of action. I want to resolve this matter to the best of my ability as soon as possible. I find it prudently necessary to exhaust by due diligence my administrative remedies of self-help as it relates to your Presentment/offer (Judgment) Document No.3:08-cr-0054-02, which has left me some what confused. I want to clarify that there is no dispute. I accept your offer/charge, predicated upon proof of claim, given under penalty of perjury, and as such, the necessary proof(s) of claim are exculpatory and sought on behalf of the Petitioner, and enumerated so that the debtor, (Gilarime Michael Mueller) may justly ascertain liability in the interest of Petitioner, the Court, and public interest(s) to perform accordingly, touching upon the performance of the law and remedies via House Joint Resolution-192 of June 5, 1933, codified at Title 31 USC §5118, relative to due process of law and providing that no state/STATE shall pass any law impairing the obligation of Contract, whereas a Bill of Exchange can be used to discharge a debt/lien/contract, etc. due to the National Emergency (Senate Report 93-0547-1973) in respect to the U.S. Bankruptcy as declared by Executive order #5 6072,6111,6242 and other (whereby the American people were left with only commercial paper), which constitutes funds appropriated by Congress to satisfy contracts/debts/liens, etc. Petitioner/debtor, is presumed entitled, regarding a fair and impartial hearing within the constraints of the law as it appertains to this proceeding or any other related matter hereto, according to the following to wit:

- (1). Proof of claim, on how the United States, and its Constitution operates upon me, a Natural and Private man.
- (2). Proof of claim, on how the UNITED STATES by and through the Congress and its Legislature, Statutes, operate upon me, the Natural/Private man.
- (3). Proof of claim, that the 'entity' bringing forth this claim can testify on the witness stand of the same and bring all relevant evidence.

(4). Proof of claim, that the prosecutor(s), as an agent of the United States Government, hasn't established a 'liability bond' either personally or by and through any Risk Management Policy in this action indemnifying the Natural/Private man in the event of damification and also, I request the Policy number.

(5). Proof of claim, that a Judgment in a civil (or criminal) action does not create a lien on all real (or personal property) Gilarime Michael Mueller/ Judgment debtor, on filing a certified copy of the abstract of the Judgment in the manner in which a NOTICE of TAX LIEN would be filed under paragraphs(1) and (2) of section 6323 (F) of the INTERNAL REVENUE Code of 1986. A lien created under this paragraph is for the amount necessary to satisfy the Judgment, including cost and interest. FDCPA § 3201 (a)(1).

(6). Proof of claim, that such lien shall not arise from the time of levy and shall not continue until a Judgment in the action is obtained or denied, or the action is otherwise dismissed/(discharged). FDCPA § 3102(d)(4)(5) (f)(2)(3).

(7). Proof of claim, that the Negotiable instrument law was not designed to cover commercial paper, (which) is the currency. La Stat Ann-RS, 71 et Seq. LSA-C.C, Art. 2139.

(8). Proof of claim, the the U.S. Bankruptcy did not impair the obligation(s) and consideration(s) of Contracts through the "Joint Resolution to suspend the gold standard and Abrogate the gold clause," June 5, 1933, as it may operate within the state of Iowa/STATE of IOWA.

(9). Proof of claim, that the UNITED STATES and the STATE of IOWA, did not adopt in some capacity the Uniform Commercial Code and that all transactions included but not limited to Courts are governed under UCC and or/the Negotiable law as designed, to cover commercial paper(which) is currency. La Stat. Ann-RS., 71 et Seq. LSA-C.C, Art. 2139.

(10) Proof of claim, that the Negotiable Instrument Law, 'commercial paper' but not limited to Bill of Exchange are not 'money' (currency) in respect to the National Emergency and Uniform Commercial Code, and are not to be accepted to discharge debts.

(11). Proof of claim, that the undersigned cannot accept for Value any public /or private presentment/invoiced/Bill ect., for fines, fees, tax, debt, or Judgment and discharge the same with a Bill of Exchange or other commercial paper necessary to convey on commerce.

(12). Proof of Claim, that the Undersigned, as the representative of debtor (Gilarime Michael Mueller) does not have standing or capacity to accept for Value the offer/contract/presentment or Judgment and discharge the same via Bill of Exchange or other endorsements, appropriate commercial paper for

for discharge via the remedy provided by congress- HJR-192 June 5, 1933.

(13). If the UNITED STATES wrongfully refuse tender of the amount due on the Judgment (\$12,000,000.00) the court may direct the money to be paid into court, and then order that Satisfaction of Judgment be entered. 47 Am Jur 2d-Judgments §820; 74 Am Jur 2d-Tender §41.

(14). The Petitioner, Gilarime Michael Mueller, may even be entitled to damages if the Judgment creditor, UNITED STATES, fails to mark a Judgment Satisfied so that it can be properly entered.

(15). It is not necessary that the person making the Tender should have the money in his own possession. If the sum offered is absolutely refused, it is enough that the money was on the spot and ready for the purpose, although in the possession of another. 74 Am Jur 2d-Tender §9.

(16). Payment is codified at U.C.C. §§2-511, 3-604 and means- to discharge a debt by Tender of payment due; to deliver to a creditor the value of a debt, either in money or in goods for his acceptance.

(17). TENDER of PAYMENT is codified in Statute and means an OFFER IN WRITING to pay a particular sum of money or to DELIVER A WRITTEN INSTRUMENT or specific personal property is, If NOT ACCEPTED, equivalent to the actual production and tender of money, instrument or property and the debt is discharged.

(18). THE FEDERAL DEBT COLLECTION PROCEDURE ACT 28 USC §3206, states... A person who pursuant to an execution or order issued under this chapter [28 §3001 et Seq.] by a court pays or delivers to the United States, money or other personal property in which a Judgment debtor has... or so pays a debt such person owes... is discharged from such debt... to the extent of the payment or delivery.

#### **MEMORANDUM TO CLARIFY MISINTERPRETED FACTS**

Petitioner filed on April 1, 2010 in case No. 4:10-cv-00148-JAJ pertaining to Federal Debt Collection Procedures Act of 1990. §3102. The Perjudgment remedy was granted by the U.S. District Court of Southern District of Iowa. A prejudgment remedy is required to obtain Jurisdiction within the United States and the prejudgment remedy sought resulted in United States Jurisdiction, FDCPA §3101.

Any property in the possession, custody, control of the Debtor and in which the Debtor has a substantial nonexempt interest (including himself), may be attached pursuant to a writ of attachment in an action or proceeding against a debtor on a claim for a debt and may be held as security to Satisfy

such Judgment, and interest and costs, as the United States may recover on such claim for a debt in an action on a contract expressed or implied, against the debtor (Gilarime Michael Mueller) for payment of money. On April 2, 2009, the government handed over to the U.S. Marshal a real expressed or implied contract-in-fact, in the form of a judicial presentment, which constituted money (currency) and res (corpus) being passed from one party to another. The Judgment document also constitutes a document of title pursuant to U.C.C. §1-201 (15) whereas the order for delivery of goods (Gilarime Michael Mueller), to the U.S. Marshal and Bureau of Prisons, (see:pg2 of Judgment document), is evidence that the person entitled under the document... has the right to receive, hold, dispose of the document (Judgment) and goods (Gilarime Michael Mueller) it covers. CF. U.C.C. §3-410 (a). I Gilarime Michael Mueller, the natural person am the source, origin, and cause of the property identified on the Judgment document, the corporate and trade name.

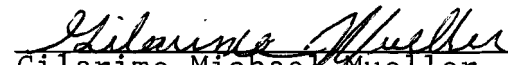
The Court erred in construing Petitioners motion as a successive 2255. In the above complaint, case No.4:10-cv-00148-JAJ. Petitioner does not make any reference to a fine or assessment fee(s), to wit: \$200.00. In light of misinterpretation of Petitioner complaint, which is a 42: 1983 Civil Right Act. In nature of suit: 550 Prisoner civil rights invoking the Federal Question. Judge John A. Jarvey misstepped his perfunctory duties and should have referred said complaint to a Federal Magistrate Judge.

The above styled complaint is addressing the Statutory lien imposed, by Title 21 USC, statute of (\$12,000,000.00) of the presentment, Judgment, and or sight draft, to be collected immediately. The Petitioner, Gilarime Michael Mueller, does not challenge his conviction or sentence, but only accepts offer/Judgment/ presentment for Value and pays the consideration by bill of Exchange (U.C.C. 3-104). On April 1, 2010, The Petitioner, Gilarime Michael Mueller, delivered to the United States tender of payment as payment to discharge the debt created by the Judgment pursuant to U.C.C. §2-511,3-604, Title 31 §5118 and Fed. r. Civil P. 67.

There is no conflict to any Judgment or Sentence to be in dispute. Petitioner only prays that this Honorable Court to accept his counter offer in Honor, Satisfy the Judgment and release the lien upon Petitioners personal nonexempt property accordingly and in line with Fed. R. Civ.P. 60 (b)(1)(3)(6).

SIGNED UNDER THE PLAINS AND PENALTIES OF PERJURY THIS 12 DAY OF AUGUST, 2010.

Executed on: August 12, 2010

  
Gilarime Michael Mueller, Under-  
signed autograph, without  
prejudice, U.C.C. 1-308.  
#08744-030  
Federal correctional Institution  
P.O. Box 6000  
Florence, CO 81226

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF IOWA

Gilarime Michael Mueller,  
Petitioner,

Case No.4:10-cv-0048

vs.

UNITED STATES OF AMERICA,  
Respondent.

Cer.M.# 7007/1490/0003/0334/5806

**AFFIDAVIT OF SERVICE**

I, Gilarime Michael Mueller, certify and swear that I am at least  
eighteen (18) years of age and a party to the within action. My address is:

Federal Correctional Institution  
P.O. Box 6000  
Florence, Co 81226

I further certify and swear that on this-12-day of August, 2010, I  
served each of the following:

UNITED STATES ATTORNEY

with one true, correct, complete and certain copy of the following:

1. Motion for Relief from judgment pursuant to rule 60 (b)(1)(3)(6)  
Fed. R. Civ. P.
2. Memorandum to Clarify Misinterpreted Facts

A total of 4 pages served herewith certified mail (not including this  
Affidavit of Service) to the following address(es)

**UNITED STATES CLERK OF COURT**

123 E. Walnut Street  
Des Moines, Ia 50309

**certified mail No.#7007/1490/0003/0334/5806**

**UNITED STATES ATTORNEY**

110 E. Court Ave., Suite 286  
Des moines, IA 50309

**certified mail No.#7007/1490/0003/0334/5783**

I declare under penalty of perjury under the laws of the state of  
Colorado, that the above is true, correct ~~complete~~ and certain, and this  
Affidavit of service was executed on this-12-day of August, 2010.

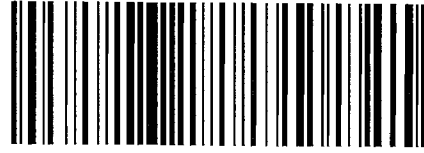
Witness-

Witness-

*Joe R. Ross*  
*Kevin Griffin*

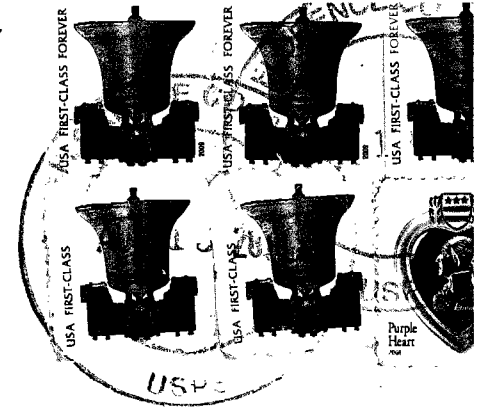
*Gilarime Michael Mueller*  
Gilarime Michael Mueller, with  
the autograph

**VERIFIED MAIL**



7007 1490 0003 0334 5806

Gilarime Michael Mueller  
#08744-030  
Federal Correctional Instit.  
P.O. Box 6000  
Florence, CO 81226



UNITED STATES CLERK OF COURT  
123 E. WALNUT STREET  
Des Moines, IA 50309